

UNITED STATES COAST GUARD RESIDENTIAL LEASE

Date of the Lease:

(Month Day, Year)

Lease Number: 4094-

L-P

(Assigned by Contract Officer)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR:

1.a. NAME(s)

(30 character maximum)

1.b. Tax Code :

(15 digit maximum)

1.c. Correspondence Address

(30 character maximum)

1.d. Check Mailing Address:

(24 character maximum)

1.e. Lessor's interest in the property herein described is that of:

☐ owner: ☐ agent for owner. If an agent, the name of the owner(s):

(Owner, if applicable - 30 character maximum)

(Additional owner, if applicable - 30 character maximum)

1.f. Is Lessor and/or Owner(s) a Federal employee: ☐ yes, ☐ no.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total rooms ____ Total Bedrooms ____ Square Feet ____

Dwelling style: _____ (31 character maximum)

Address: _____ (30 character maximum)

City, State Zip: _____ , _____
(24 character maximum) (2 char.) (5 digits)

2.b. The Lessor shall furnish a refrigerator and stove. All other Lessor furnishings shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c. The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

2.d. The Lessor shall keep the premises free from pests in conformance with local and state health regulations.

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2. THE LEASE: 2.e. Hardwired smoke detectors are installed in accordance with federal, state and local regulations.
(continued)

2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local laws and regulations.

2.g. Grounds care is performed by ☐ Lessor, ☐ occupant.

2.h. Pets ☐ are ☐ are not allowed.

If allowed, restrictions are: _____

2.i. Lessor ☐ permits ☐ does not permit child care.

2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor. 2.i.(2) Child care is defined to be in-home care of more than one child but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.

2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.

3. THE TERM: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through September 30, 19____ subject to termination and renewal rights as may be herein set forth.

4. THE RENEWAL: This lease may be renewed at the option of the Coast Guard, effective 1 October, at the rental rate stated in Clause 5. After the first term of the lease, the annual rent may, subject to negotiation, be increased to an amount equal to the rate being paid by private renters residing in the same complex or for like units being rented in the area. Evidence supporting adjustments to be effective at lease renewal must be provided by the Lessor prior to the first of July.

No renewal shall extend beyond September 30, 19 ____ .

5. PAYMENT TO LESSOR: 5.a. The Coast Guard shall pay the Lessor an annual amount of _____ at the rate of _____ per month in arrears. The monthly payment is comprised of:

for rent _____
for utilities _____

5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.

5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.

5.d. Payments include all utilities except telephone and cable television.

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**5. PAYMENT
TO**

LESSOR:
(continued)

5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.

5.f. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted downward or upward to compensate for incorrect estimates for utility amounts. Lessor shall provide verifiable utility consumption documentation for at least a twelve (12) month period.

5.g. Six (6) months and twelve (12) months after any change of occupancy (initial or subsequent), a one time adjustment may be authorized by the Coast Guard to compensate for past utility payments caused by an under or over estimate of utility amounts.

5.h. It is the Lessor's responsibility to maintain all utility machinery in efficient operation and to monitor utility consumption and to notify the Coast Guard in a timely manner of any suspected utility abuse by the occupant. Lessor failure to do so will not justify utility payment increases covering the alleged utility abuse.

6. TERMINATION:

The Coast Guard may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rental payment shall accrue after the effective date of termination.

**7. AVAILABILITY
OF FUNDS:**

Unless otherwise notified, funds will become available on the effective date of this lease. The Coast Guard's obligation hereunder is contingent upon the availability of appropriated funds from which payment for this contract can be made. No legal liability on the part of the Coast Guard for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be immediately notified if funds do not become available for this procurement.

**8. MODIFICATION
TO CONTRACT:**

With the exception of Clause 4, "The Renewal" and Termination Clauses, this lease may be modified as consented to by the Lessor and the Coast Guard.

9. ATTACHMENTS:

Coast Guard Form 5571A, "United States Coast Guard Residential Lease, General Provisions", is attached and made a part hereof.

**10. CONTRACTING
OFFICER:**

The Coast Guard Leased Housing Contracting Officer can be reached at:

routing symbol: _____

address: _____

city, state zip: _____ , _____

LESSOR

BY _____

Lessor Signature

Other Lessor Signature, (if applicable)

UNITED STATES COAST GUARD

TYPED NAME _____

TITLE _____

AUTHORITY _____